

December 19, 2023  
Employer Proposal without prejudice

The following proposal regarding Article 10.01.1 Workload is applicable to the Unit 2 collective agreement and will form part of the Employer's Schedule "C" which states:

**Schedule "C" to Memorandum of Settlement for A Renewal Collective Agreement  
Other Proposals**

Agreement to all proposals in this Comprehensive Framework, including Schedules "A" and "B", is subject to agreement to all items that **will be** contained in Schedule "C".

**10.01.1 Type 2 WORKLOAD**

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- i) With the exception of Music Tutor positions, which shall be treated in accordance with Article 10.04.2 ("Definitions"), the expected workload of an appointment to a Type 2 position shall be no more than 135 hours for each Type 2 appointment. Expected workloads shall be adjusted proportionally if a fractional appointment is made.
- ii) For Type 2 positions, all work assigned and/or approved by the course supervisor shall be included in the hours noted above. This work may include, but is not limited to, preparation for classes, preparation of written or audio-visual materials, attending lectures, leading discussions and supervising laboratories, rating students' work, holding office hours, consulting with students, invigilation of tests and exams, writing and grading tests, examinations and lab sets, grading essays, term papers and problem sets, setting up experiments, conducting field trips, and conferring with the supervisor.
- (iii) Since the course supervisor/director is primarily responsible for assigning reasonable duties and responsibilities, allocating sufficient hours, and ensuring that the assigned duties and responsibilities of the Tutor can be completed within the time allocated:
  - (a) As soon as possible after the start of the appointment, and, normally, no later than the end of the first calendar month of the course (e.g., end of September for full-year and fall courses and end of January for winter courses), the course supervisor shall assign and discuss the duties and responsibilities and the reasonable pacing of the work assigned, taking into consideration the normal sessional fluctuation and patterns of work, of the appointment, in as much detail as practicable, with the Tutor. As part of the discussion of the duties and responsibilities of the Tutor, the course supervisor and the Tutor shall discuss how important course dates (such as assignment due dates and dates of tests and exams) correspond to centralized administrative deadlines (such as the final date for submitting grades). This discussion of duties and responsibilities, including the allocation of time for the various duties and responsibilities, shall be confirmed in writing to the Tutor by the course supervisor with a copy sent to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. This written confirmation shall hereafter be referred to as the Workload Form. (See Appendix XXY Workload Form for Unit 2 Type 2 Positions.)
  - (b) The course supervisor shall again discuss the assigned duties and responsibilities with the Tutor to assess whether the remaining duties and responsibilities can be completed within the hours allocated. This subsequent meeting normally shall be held as soon after the mid-

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point of the course as practicable, and by the end of January in the fall/winter session. The discussion and assessment shall be confirmed in writing to the Tutor by the course supervisor, with a copy to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. Where the assessment indicates that overwork has occurred or is likely to occur, the course supervisor and Tutor shall meet, with a union representative present if the Tutor so wishes, and, where appropriate, shall attempt to find a mutually acceptable remedy.

- (c) Where the course supervisor fails to discharge their responsibilities per (a) or (b) above within the specified timelines and the Tutor has written to the course supervisor requesting that they discharge their responsibilities, if the course supervisor does not respond in writing within seven days the tutor or the union may write to the Chair per article 10.01 (v) below. In such a circumstance worked performed by the tutor up to the time at which the chair consults with the responsible union representative(s) and, if appropriate, the Tutor will be deemed to have been assigned or approved by the course supervisor.
- iv) Since the Tutor is primarily responsible for ensuring that the assigned duties and responsibilities of the position are completed within the time allocated:
  - (a) Notwithstanding 10.01.1(iii), as soon as the Tutor becomes aware, or reasonably ought to have been aware, that the hours in 10.01.1(i) may be exceeded, normally they shall request in writing a meeting with the course supervisor, or in exceptional circumstances shall request in writing a meeting with the hiring unit Chair/Director, to discuss possible overwork. The course supervisor or Chair/Director and Tutor shall meet, with a union representative present if the Tutor so wishes, and, where appropriate, attempt to find a mutually acceptable remedy.
  - (b) An acceptable remedy in a discussion as per 10.01.1(iii)(b) or 10.01.1(iv)(a) above, is compensation for additional hours worked at the Overwork Rate, provided that the Dean or their designate approves such compensation.
- (v) Where the Tutor or the union believes that the workload provisions of the collective agreement have not been fulfilled or where a mutually acceptable remedy is not found, they normally shall inform the Chair/Director of the workload concerns. The Chair/Director shall within seven days of the receipt of the notice consult with the responsible union representative(s) and, if appropriate, the Tutor and shall attempt to find an acceptable remedy. Normally, the Chair/Director shall have fourteen days from the receipt of the notice to resolve the matter.

#### **10.01.2**

- (i) Where, upon completion of the procedures specified in Article 10.01.1, the matter is not satisfactorily resolved, grievances alleging violations of the workload provision of Articles 10.01.1 shall normally proceed to Step 1.
- (ii) In exceptional circumstances, on application by the union indicating such exceptional circumstances, grievances alleging violations of Articles 10.01.1 may be processed at Step 2.
- (iv) Notwithstanding 10.01.2 (i) and (ii) above, an acceptable remedy of a grievance alleging overwork is compensation for additional hours worked at the Overwork Rate in 10.04.1.

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[...]

10.04.1 SALARY RATES

[...insert after the CHART]

\*\*\* The overwork rate shall apply to Article 10.01.1(iv).

[...]

12.24 **MARKING/GRADING DEADLINES** ~~Workload~~

Where not in conflict with centralized administrative deadlines, such as the final date for submitting grades, hiring units will provide reasonable accommodation to Unit 2 employees who encounter significant conflicting marking/grading obligations.

[...]

**APPENDIX XXV  
WORKLOAD FORM FOR UNIT 2 TYPE 2 POSITIONS**

Type 2 positions (i.e., Tutor 1, Tutor 2 (Demonstrator: 3 lab hrs/wk), Tutor 6 (Studio Instructor), Visual Arts Tutor 6, Tutor 7 (Miscellaneous), or Instructor (Faculty of Education) positions)).

**YORK UNIVERSITY  
[Department & Faculty]**

**Assignment of Duties for Type 2 Positions**

(Copy to Employee, Course Director/Supervisor, Hiring Unit's Administrative Assistant, and CUPE 3903)

\_\_\_\_\_  
Course Supervisor

\_\_\_\_\_  
Course #

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Position Type (e.g., Tutor 2, Tutor 6)

\_\_\_\_\_  
Section/Tutorial # and No. of students  
Per group (if applicable)

\_\_\_\_\_  
Faculty/Department

Assigned Duties (as total number of hours)  
(Employees need not be assigned duties in all categories)

(A) POSSIBLE DUTIES	DETAILS	HOURS	
		First Meeting	Second (mid-contract) Meeting
<i>Tutorial, Lab, Studio Hours</i>			
<i>Lecture Attendance</i>			
<i>Office Hours</i>			
<i>Preparation</i>			

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<i>Grading – Assignment/Test #1</i>			
<i>Grading – Assignment/Test #2</i>			
<i>Grading – Assignment/Test #3</i>			
<i>Exam Grading</i>			
<i>Meetings</i>			
<i>Invigilation</i>			
<i>Training (as per Article 10.04.5)</i>			
<b>B) POSSIBLE DUTIES WITH CONSENT</b>			
<i>Lecturing</i>			
<i>Other (Please Detail)</i>			
<i>Other (Please Detail)</i>			
<b>TOTAL HOURS:</b> (Max 135 hours for each assignment)			

First meeting date: \_\_\_\_\_

Second meeting date: \_\_\_\_\_

\_\_\_\_\_  
 Signature of Employee

\_\_\_\_\_  
 Signature of Employee

\_\_\_\_\_  
 Signature of Course Supervisor

\_\_\_\_\_  
 Signature of Course Supervisor